

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LOU BRANDON AND HILLARY WRIGHT,

Plaintiff,

-against-

CITY OF NEW YORK, MAYOR BILL DE BLASIO;
NEW YORK CITY POLICE DEPARTMENT (“NYPD”)
COMMISSIONER DERMOT SHEA; NYPD CHIEF OF
DEPARTMENT TERENCE MONAHAN; NYPD POLICE
OFFICER DAVID JOHNSON, AND NYPD MEMBER
DOES 1-14,

**STIPULATION AND
ORDER OF DISMISSAL
FOR PLAINTIFF
HILLARY WRIGHT**

22-cv-03137 (JHR)

Defendants.

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WHEREAS, plaintiff Hillary Wright and defendants have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, that


1. The action by plaintiff Hillary Wright is hereby dismissed with prejudice; and

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2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

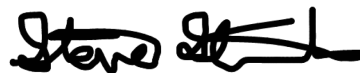
Dated: New York, New York
December 11, 2023

COHEN & GREEN PLLC
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By: 

Elena L. Cohen, Esq.

HON. SYLVIA O. HINDS RADIX
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City of New York
Attorney for Defendants
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(212) 356-2687

By: 

Steve Stavridis
Assistant Corporation Counsel

SO ORDERED:

Honorable Jennifer H. Rearden
United States District Judge

Dated: _____, 2023

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LOU BRANDON AND HILLARY WRIGHT,

Plaintiff,

-against-

CITY OF NEW YORK, MAYOR BILL DE BLASIO;
NEW YORK CITY POLICE DEPARTMENT (“NYPD”)
COMMISSIONER DERMOT SHEA; NYPD CHIEF OF
DEPARTMENT TERENCE MONAHAN; NYPD POLICE
OFFICER DAVID JOHNSON, AND NYPD MEMBER
DOES 1-14,

**STIPULATION OF
SETTLEMENT**

22-cv-03137 (JHR)

Defendants.
----- X

WHEREAS, plaintiff Hillary Wright commenced this action by filing a complaint on or about April 15, 2022, alleging that defendants, City Of New York, Mayor Bill De Blasio; Dermot Shea; Terence Monahan and David Johnson (collectively “defendants”), violated plaintiff Wright’s federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff Brandon’s allegations; and

WHEREAS, plaintiff Hillary Wright and defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff Hillary Wright has authorized her counsel, Remy Green, Esq., to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiff Hillary Wright’s complaint is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys’ fees except as specified in paragraph “2” below.

2. Defendant City of New York hereby agrees to pay plaintiff Hillary Wright the sum of SEVENTEEN THOUSAND, FIVE HUNDRED DOLLARS (\$17,500.00) in full satisfaction of all

claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiff Hillary Wright agrees to the dismissal of all the claims against all defendants and to release defendants City Of New York, Mayor Bill De Blasio; Dermot Shea; Terence Monahan and David Johnson, their successors or assigns, and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, including claims for costs, expenses, and attorneys' fees, except as they related to Ms. Wright's other cases currently pending under Wright, et al: 150964/2022 and Wright v. City: 154194/2022.

3. Plaintiff Hillary Wright shall execute and serve on defendants' attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release, based on the terms of paragraph "2" above, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff Hillary Wright's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of

New York or any agency thereof.

6. Plaintiff Hillary Wright agrees to hold harmless defendants City Of New York, Mayor Bill De Blasio; Dermot Shea; Terence Monahan and David Johnson, regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendant and the City of New York reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

7. The dismissal of plaintiff Hillary Wright's action as set forth above shall have no effect upon the action brought by plaintiff Hillary Wright.


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8. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


Dated: New York, New York
December 11, 2023

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